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ABSTRACT

The basic thesis of the larger paper from which this condensation is drawn is that the use of evaluation contracts is advisable when evaluations are to be conducted by persons external to the institution responsible for the program to be evaluated (or, in larger institutions such as large universities, by persons external to the unit or department responsible for the program). The rationale presented in the later sections has led the authors to propose a set of criteria to assist administrators and evaluators as they think about whether to set up an evaluation contract and, if so, how to go about it. These criteria are summarized in this paper in the form of a checklist. The checklist contains seven sub-sections which deal respectively with the following types of criteria: (1) Criteria for determining when to conduct an evaluation; (2) Criteria for determining whether to contract with an external contractor; (3) Criteria to consider when selecting an evaluator; (4) Criteria for selecting among procedural options for letting a contract; (5) Criteria to consider when using a Request for Proposals; (6) Criteria for use in negotiating the contract; and (7) Criteria for use in monitoring the contract. Different sections of the checklist will be useful to different individuals and groups for different purposes. A flowchart, in which the major points of the checklist are translated into a pictorial sequence of events and decisions is also included. (DEP)

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SUMMARY AND OVERVIEW

OF

STANDARDS AND PROCEDURES FOR EVALUATION CONTRACTING

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Northwest Regional Educational Laboratory

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This paper is a condensation of a much larger document, "Standards and Procedures for Development and Implementation of an Evaluation Contract" prepared by the authors for the Alaska Department of Education. This shorter version is intended for use by those who wish only an overview of the proposed standards and procedures sufficient to apply them. Those who would find it useful to study the extensive rationale and discussion which supports the proposed standards and procedures or who may wish to peruse sample contracts are referred to the larger document.

TM005 431

I. SUMMARY AND OVERVIEW OF STANDARDS AND PROCEDURES FOR EVALUATION CONTRACTING

When a client and/or evaluator contemplate(s) entering into a contract to evaluate an educational program or project, it can be presumed that several prior decisions have been made.

First, it evidently has been decided that an evaluation of the program or project is appropriate. Someone apparently has decided that there are relevant decisions to be made for which evaluative data would be important, or that evaluative feedback to program staff would help to improve the program. Or perhaps there is a legal requirement that the program be evaluated. Whatever the rationale for the decision, an intent to evaluate is patently a necessary precursor to an evaluation contract.

Second, it evidently has been decided that the evaluation should be conducted by an individual or agency external to the educational institution responsible for the program or project. Someone apparently has realized that certain types of evaluation studies (e.g., end-of-project evaluations designed to tell funding agencies if the school district accomplished what it set out to accomplish in the project) are less suspect if conducted by external personnel. Concern for credibility and objectivity of the evaluation results likely have prompted the decision to seek external assistance. Whatever the motivation, contemplation of an evaluation contract would seem to suggest the notion of involvement of an external party, since only the most pessimistic are likely to require contracts when the evaluation is to be conducted by individuals employed within the same institution.

Third, it evidently has been decided that the evaluation should be conducted under a contract or some similar formalized agreement, rather than having the external evaluator proceed to carry out the evaluation with guidance only from whatever informal verbal or written dialogue may have occurred. Someone apparently has decided that clear, written understandings of the conditions under which the evaluation will be carried out and of the expectations of all parties will help avoid later misunderstandings and disagreements concerning the conduct or results of the evaluation. An administrator who has never yet received an evaluation report in time for use for the decision for which it was intended may wish to require delivery by a specified date as a requirement for full payment for the evaluator's services. Or, an evaluator whose last evaluation report was rewritten by the client (with removal of all negative findings) before presentation to the funding agency may wish to stipulate in a formal contract that no changes be made in the evaluation report without express consent of the authors. Perhaps it has been concluded that, even among administrators and evaluators with the highest possible professional standards and ethics, conflicts can and do arise which could have been largely avoided had there been better documentation of shared understandings concerning important procedures for completing the evaluation.

The basic thesis of the larger paper from which this condensation is drawn is that the use of evaluation contracts is advisable when evaluations are to be conducted by persons external to the institution responsible for the program to be evaluated (or, in larger institutions

such as large universities, by persons external to the unit or department responsible for the program). The rationale presented in the later sections has led the authors to propose a set of criteria to assist administrators and evaluators as they think about whether to set up an evaluation contract and, if so, how to go about it. These criteria are summarized in this paper in the form of a checklist. A flowchart, in which the major points of the checklist are translated into a pictorial sequence of events and decisions is also included.

A. Users Guide to the Checklist

Before presenting the checklist, it may be helpful to discuss briefly its structure, who might use it, when, and for what.

First, the checklist contains seven sub-sections which deal respectively with the following types of criteria:

1. Criteria for determining when to conduct an evaluation
2. Criteria for determining whether to contract with an external contractor
3. Criteria to consider when selecting an evaluator
4. Criteria for selecting among procedural options for letting a contract
5. Criteria to consider when using a Request for Proposals
6. Criteria for use in negotiating the contract
7. Criteria for use in monitoring the contract.

Different sections of the checklist will be useful to different individuals and groups for different purposes. Among the more obvious users would be those listed below.

Funding agency personnel (e.g., personnel in a State Department of Education Office of Federal Programs) would likely find all seven sections of the checklist useful as they discharge their comprehensive responsibilities. Section one could serve to assist in decisions about which programs would most profit from or require evaluation. Use of section two should result in a decision about whether evaluation should be conducted internally or externally to the agency conducting the program. Sections three through seven would be useful in cases where funding agency personnel become involved in establishing the evaluation contracts directly as well as cases where they assist educational administrators to arrange evaluations mandated under titled funding programs (e.g., ESEA Title I) but left to the discretion of the district to arrange.

Educational administrators (e.g., school superintendent or principal, dean of a college of education) would find all sections of the checklist useful in a manner parallel to that described above for funding agency personnel (with the exception of the proviso relating to assisting educational administrators). In short, whenever a program or project is in need of a summative evaluation, the entire checklist should prove useful to an administrator responsible for identifying the best evaluation help possible to carry out the evaluation.

Educational evaluators would have some interest in sections one, two, and four and would provide the data on which judgments in section three would be made. However, active participation and use of the checklist by the evaluation contractor would involve sections five through seven, which bear directly on planning and conducting the evaluation.

How to use the checklist. The checklist is largely self-explanatory. Users would normally proceed through the relevant section(s) of the checklist, checking a single response option for each criterion listed. At the end of each section there is a summary question which should be answered on the basis of the responses to the previous questions in that section. It should be noted that no formulae or rules are provided for how one draws the summary judgments for each section of the checklist. The checklist is proposed as an aid to, and not a substitute for, professional judgment. In the authors' judgment, attempted rules or algorithms for summarizing criteria for each section would result in a mechanistic approach that would ill serve the purpose for which it is intended. Each user must accept responsibility for his or her own judgment. This caveat notwithstanding, in cases where several persons apply the checklist to common entities, it may be important to agree on common interpretations and weighting among criteria before aggregating individual judgments across raters.

Two other factors should also be noted. First, it is not assumed that all users will have at their fingertips all the information necessary to answer each question in the checklist (e.g., questions dealing with the adequacy of the methodological background of a prospective evaluator). It is hoped that those who need assistance will turn to others with known expertise in relevant areas when questions require knowledge beyond that possessed by the user. If such help is unavailable, the question may simply have to go unanswered. The risk of including some questions which cannot always be answered unequivocally seems less,

however, than that of omitting the consideration from the checklist simply because obtaining an answer to that question is sometimes difficult.

Second, the several sections of the checklist deal with different considerations, making it inappropriate to reduce all sections to a completely consistent format. In some sections, one item of necessity leads to another in strict sequence, whereas other sections contain profiles of items which could be easily answered in orders other than that in which they are presented. These format changes should not detract from the checklist if prospective users remind themselves that the criteria are intended to prompt thought about important aspects of contracting for evaluations and facilitate decisions about that process and are not intended to produce a "score."

B. Checklist of Criteria for Evaluation Contracts

The complete checklist is presented below, followed by the translation of the checklist into a flowchart of major events and decisions relating to the criteria presented in the checklist.

CHECKLIST: Section One: Criteria for Determining When to Conduct an Evaluation

	Check one for each item	
	Yes	No
1. Is there a legal requirement to evaluate the program? (If yes, initiate the evaluation; if no, go to Item 2 below.)		
2. Is there a decision to be made for which evaluation information would be relevant? (If yes, go to Item 3; if no, evaluation is inappropriate and you should discontinue further use of this checklist.)		
3. Is it likely that the evaluation will provide dependable information relevant to the decision to be made? (If yes, go to Item 4; if no, discontinue.)		
4. Will the decision be made exclusively on other bases and uninfluenced by the evaluation data? (If yes, evaluation is superfluous, discontinue; if no, initiate evaluation.)		

SUMMARY TO SECTION ONE: Based on questions 1-4 above, <u>should an evaluation be conducted</u>? (If yes, proceed to checklist section 2; if no, discontinue use of this checklist.)		

CHECKLIST: Section Two: Criteria for Determining Whether to Contract With an External Evaluator

	Check one for each item	
	Yes	No
1. Is there a legal requirement that the evaluation be conducted by an outside agency? (If yes, initiate the contract; if no, go to Item 2.)		
2. Are financial resources available to support a contract for an external evaluation? (If yes, proceed to Item 3; if no, conduct the evaluation internally and discontinue use of this checklist.)		
3. Are credibility and objectivity of concern to the audiences for which the evaluation is conducted? (If yes, proceed to Item 4; if no, discontinue.)		
4. Is there an external contractor possessing the necessary technical competence who is available and willing to do the evaluation?* (If yes, initiate the contract; if no, conduct the study internally, but recognize the loss of credibility and objectivity.)		
SUMMARY TO SECTION TWO: Based on questions 1-4 above, should this evaluation be contracted with an external evaluator? (If yes, proceed to section three of the checklist; if no, discontinue its use.		

*Further detail on this criterion will be provided in a subsequent section of this checklist.

CHECKLIST: Section Three: Criteria to Consider When Selecting an Evaluator

(Each item below is written to apply to an individual. If the potential contractor is an agency the question should be re-cast accordingly.)

		Contractor appears to be: (Check one for each item)		
		Well Qualified	Cannot Determine Qualifications	Not Well Qualified
1.	To what extent does the formal training of the potential contractor qualify him/her to conduct evaluation studies? (Consider items such as major or minor degree specialization; specific courses or course sequences in evaluation methodology; qualifications of persons with whom training was taken, if such qualifications are known.)			
2.	To what extent does the previous evaluation experience of the potential contractor qualify him/her to conduct evaluation studies? (Consider items such as length of experience; relevance of experience.)			
3.	To what extent does the previous performance of the potential evaluation contractor qualify him/her to conduct evaluation studies? (As judged by work samples or references).			
SUMMARY TO SECTION THREE: Based on questions 1-3 above, to what extent is the potential evaluation contractor qualified to conduct evaluation studies? If "well qualified," proceed to subsequent sections of this checklist. If "not well qualified," discontinue consideration of this contractor. If "cannot determine qualifications" on basis of initial information, seek additional information and/or assistance from colleagues with expertise in evaluation to make this critical judgment.				

NOTE: A neutral category has been included in this section of the checklist because information initially available about potential contractors may be insufficient to permit unequivocal judgments to be made on this dimension.

CHECKLIST: Section Four: Criteria for Selecting Among Procedural Options for Letting Contracts

		Check one for each item	
		Yes	No
1.	Is there a legal constraint against sole source contracting? (If yes, discontinue use of this section of the checklist and go to Item 4 below; if no, go on to Item 2.)		
2.	Is there an evaluation contractor who meets the criteria in checklist three, who is interested in this evaluation, and whose services are desired by the client? (If yes, go to Item 3; if no, go to Item 4.)		
3.	Have such a large number of contracts been let to this same contractor that "cronyism" may be a danger? (If yes, reconsider Item 2 above for a new contractor; if no begin negotiations.)		
4.	Are the financial resources available for this evaluation sufficient to warrant the cost of an RFP? (If yes, prepare an RFP; if no use synopsis review approach to find a suitable contractor.)		

SUMMARY TO SECTION FOUR:

Based on questions 1-4 above, which of the following procedural options do you select for letting the evaluation contract? (Brief definitions of options appear below on this page.)

a. ☐ Sole Source Contract

b. ☐ Request for Proposals

c. ☐ Synopsis Review Approach

(If "a" or "c" is chosen, go to section six of this checklist; if "b" is chosen, go to section five of this checklist.)

Sole Source = contractor identified solely on the basis of known qualification to conduct evaluation studies

Request for Proposals = contractor identified on the basis of a detailed proposal for the conduct of the evaluation, submitted in an open competition for the contract

Synopsis Review Approach = contractor identified on the basis of a brief outline of (1) how the evaluation study would be conducted and (2) evaluator's qualifications

CHECKLIST: Section Five: Criteria to Consider When Using an RFP

	Check one for each item	
	Yes	No
1. Does the RFP include:		
a. an adequate description of the context in which the evaluation is to take place?		
b. clear statements of the purposes and characteristics of the project to be evaluated?		
c. the specific products expected from the evaluation?		
d. the resources available for the evaluation?		
e. the constraints which would affect the evaluation?		
2. If methodological restrictions (e.g., restrictions on sampling) are essential, are they included in the RFP?		
3. Has a panel been selected for reviewing the proposals received?		
4. Has the panel established criteria for judging the proposals?		
5. Are these criteria included in the RFP?		

SUMMARY TO SECTION FIVE: Based on questions 1-5 above, is the RFP ready to be issued? (If yes, issue RFP and proceed to section six of the checklist; if no, re-write RFP).		

CHECKLIST: Section Six: Criteria for Use in Negotiating the Contract

		Check one for each item	
		Yes	No
1.	If an experimental design is appropriate, are the negotiations scheduled to occur in time to permit evaluator involvement prior to the assignment of the treatment to the experimental units?		
2.	If a time frame approach to the evaluation is appropriate, are the negotiations scheduled to occur in time to permit the collection of data (concerning the status of those who are to participate) well in advance of the introduction of the treatment?		
3.	If necessary, are the negotiations scheduled to occur in time to permit the development, tryout, analysis, and revision of instruments prior to their first intended use?		
4.	Have adequate provisions been made for the development of an evaluation design through one of the following: preparation of design for set fee; preparation of design as the first phase of the contract; or preparation of design under an initial contract, with a separate contract for implementing the design.		
5.	Does the negotiated Scope of Work include:		
	a. the procedures to be employed by the evaluator and a time schedule for their performance?		
	b. adequate descriptions of the products to be expected from the evaluation and deadlines for their delivery?		
	c. criteria for judging that the contract has been fulfilled?		
6.	Have the negotiations dealt with the respective responsibilities of the client and contractor concerning:		
	a. the identification of the objectives of the inquiry?		
	b. data access?		

		Check one for each item	
		Yes	No
7.	Are the audiences of the evaluation report(s) identified?		
8.	Have negotiations concerning potential conflicts of interest taken place?		
9.	Has the issue of "piggybacking" other research interests been discussed?		
10.	Have the copyright and publication rights issues been thoroughly explored and mutually agreed upon?		
11.	Has an agreement concerning the rights of prior review of reports been reached?		
12.	Has an adjudication procedure been established?		
13.	Has a basis for payment been established?		
14.	Have the primary negotiators been identified?		
15.	Have those who will be affected by the evaluation been invited to participate at a secondary level in the negotiations, at least by representation?		
16.	Has a time and resource limit for negotiations been set by mutual agreement?		
17.	If the negotiations have not been successfully concluded with the time and resource limits set, has a second potential contractor been identified? (Refer to checklist section three.)		

SUMMARY TO SECTION SIX: Based on questions 1-17 above, have negotiations been sufficiently successful to warrant letting a contract or contracts for accomplishment of the evaluation design and conduct of the evaluation? (If yes, sign the contract; if no, return to section four and use to find another contractor.)		

CHECKLIST: Section Seven: Criteria for Use in Monitoring the Contract

	Check one for each item	
	Yes	No
1. Have procedures for monitoring the progress of the work been agreed upon, i.e., have milestone review points and product deadlines been clearly set?		
2. If circumstances are different than those anticipated in the contract, has a renegotiation occurred?		
3. If renegotiation was not possible, has a mutually satisfactory agreement to terminate the contract been reached?		
4. If a dispute exists, have the two parties met to attempt a resolution? Have the results of that meeting been documented?		
5. If the dispute cannot be resolved among the parties to the contract, has the adjudication process been invoked?		

SUMMARY TO SECTION SEVEN: Based on questions 1-5 above, is the conduct of the evaluation proceeding in a mutually satisfactory fashion? (If yes, proceed to completion of the evaluation; if no, modify or terminate contract as necessary.)		

C. A Flowchart of Events

In the previous section of this paper, the complete checklist relating to contract standards and procedures was presented. In the following pages, that checklist has been transformed into a flowchart to clarify the timing and sequence of the events in the preparation of an evaluation contract.

The symbols used in this flowchart are as follows:

Rectangle -- an event

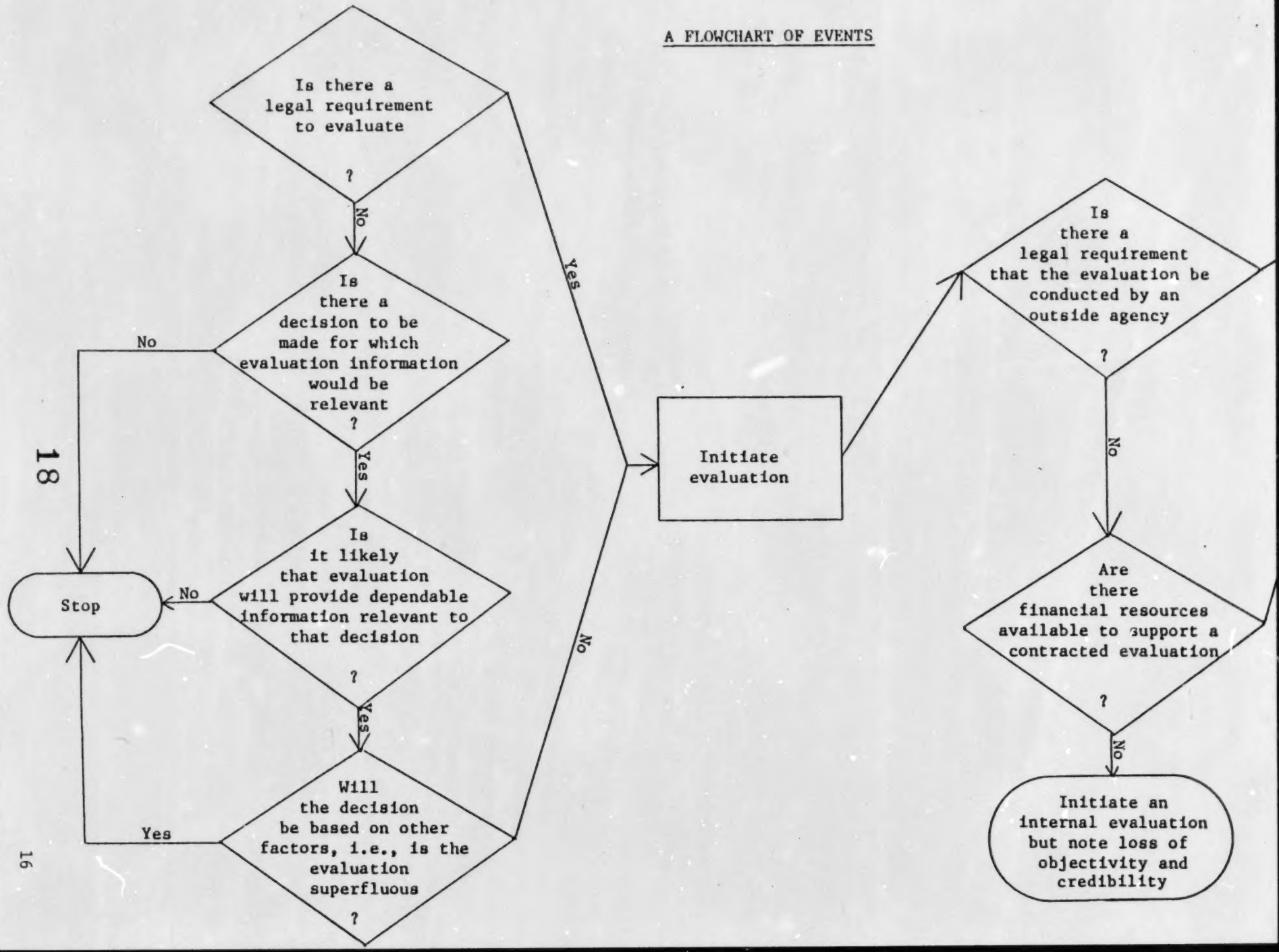
Diamond -- a decision point

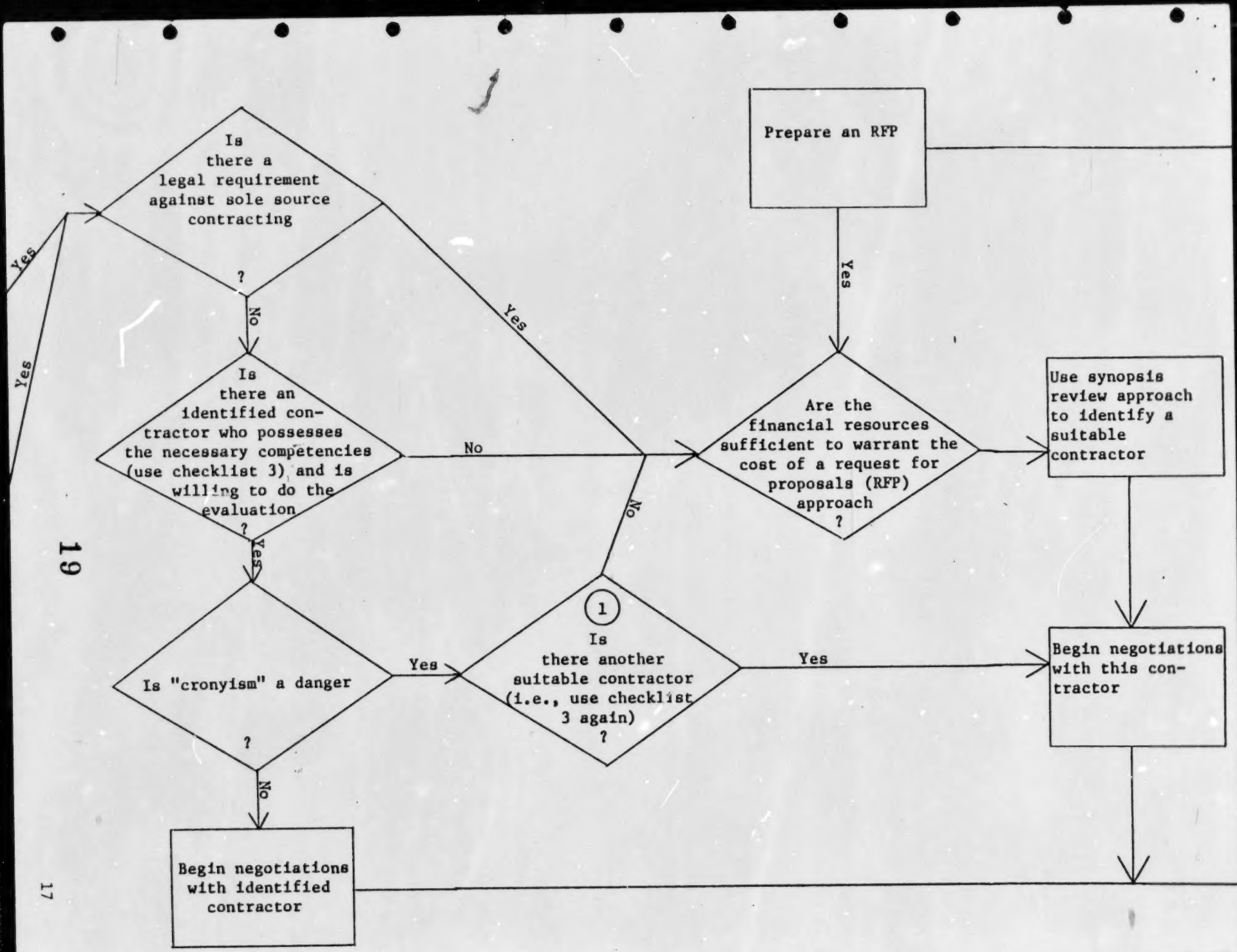
Oval -- a termination point for going through the flowchart

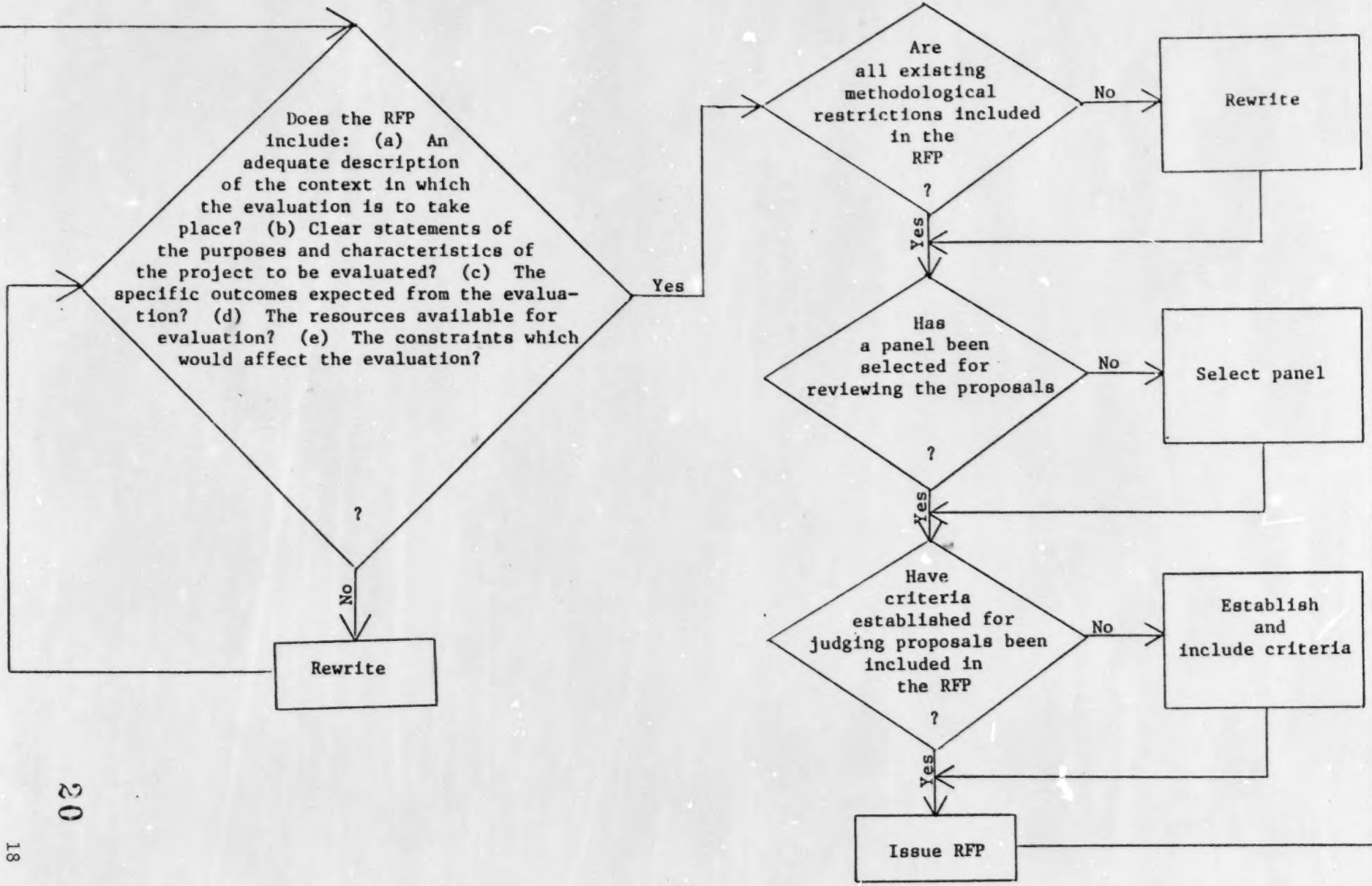
Circle -- a continuation or transfer point

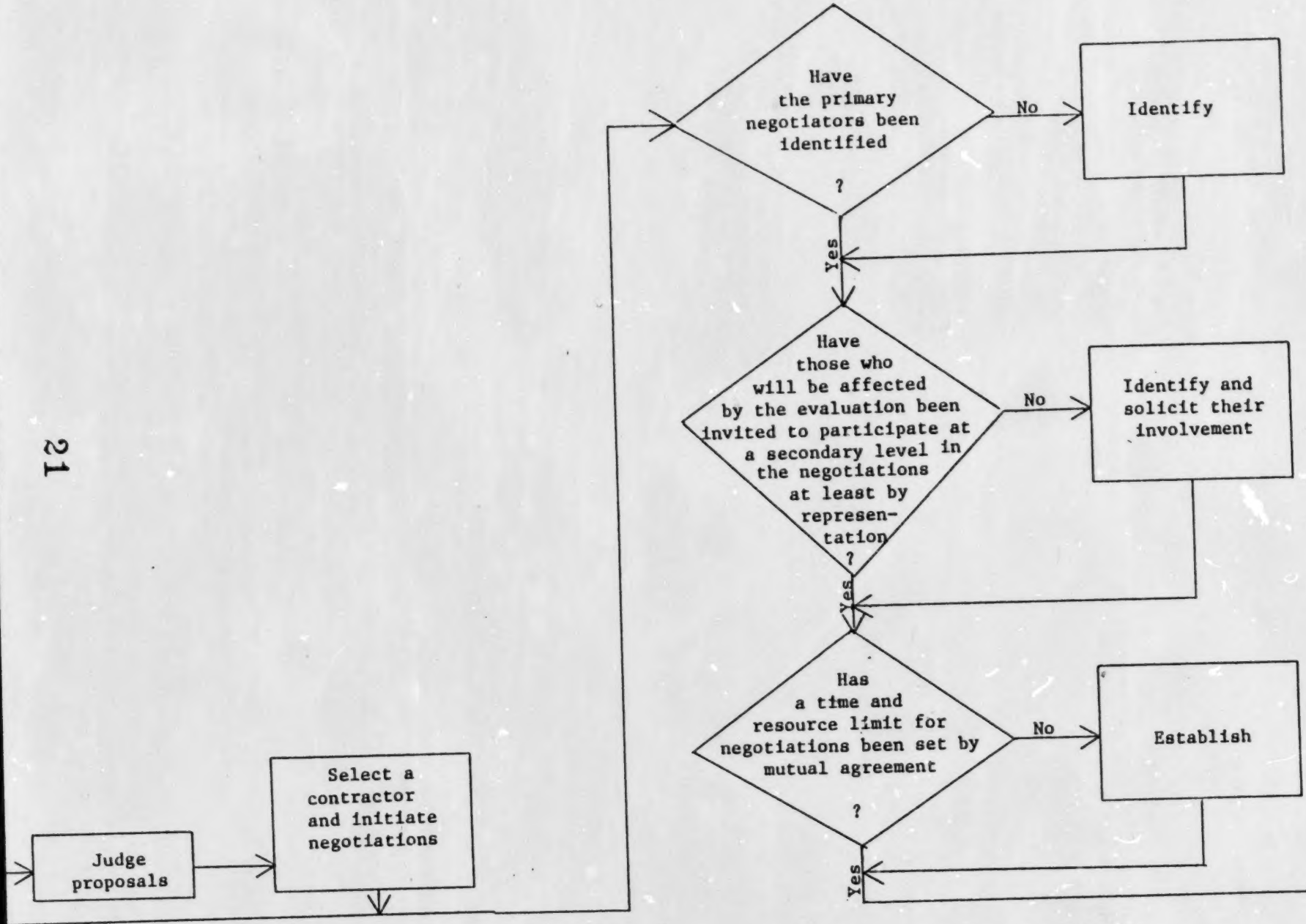
Hexagon -- end product desired

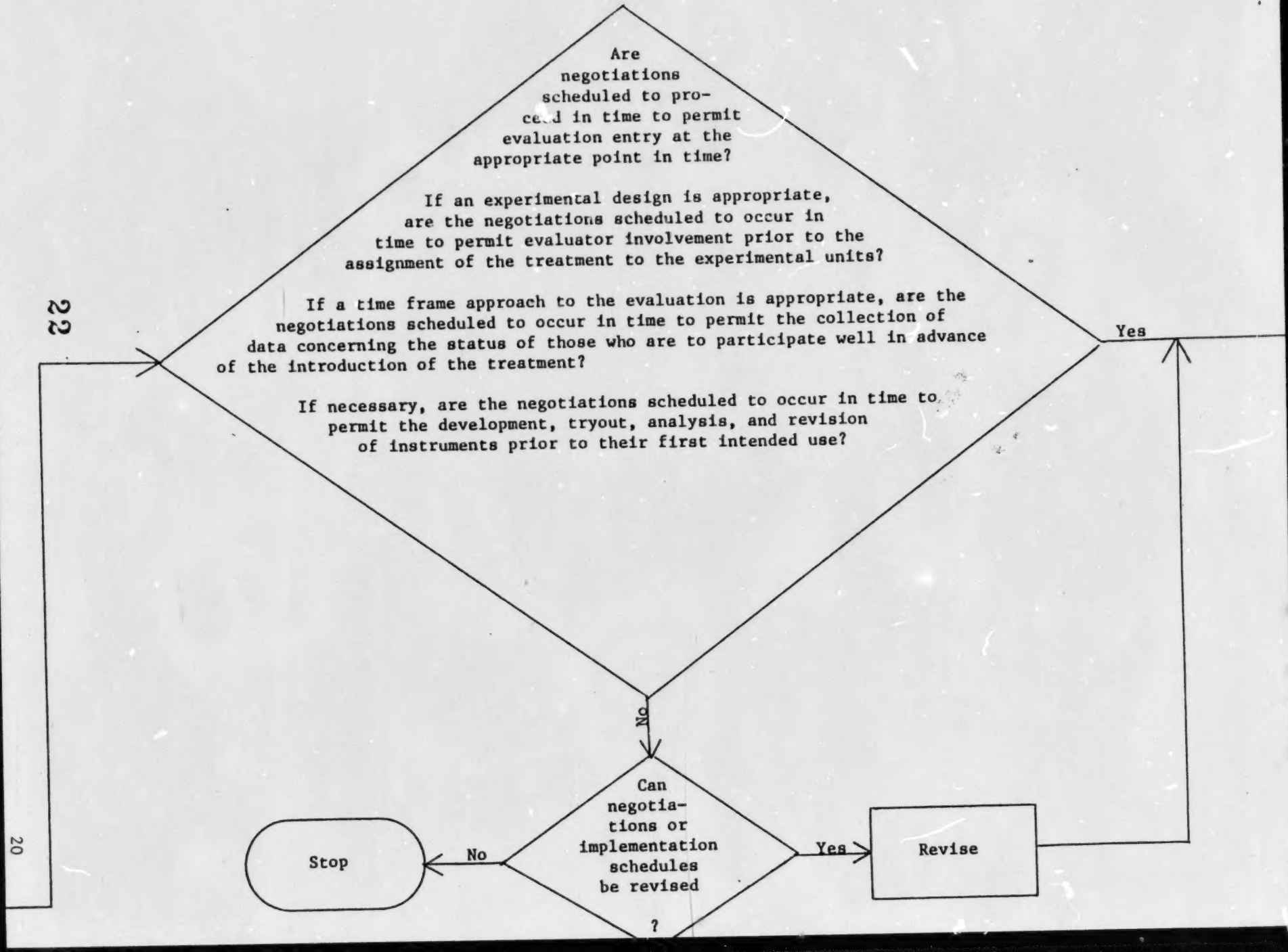
A FLOWCHART OF EVENTS

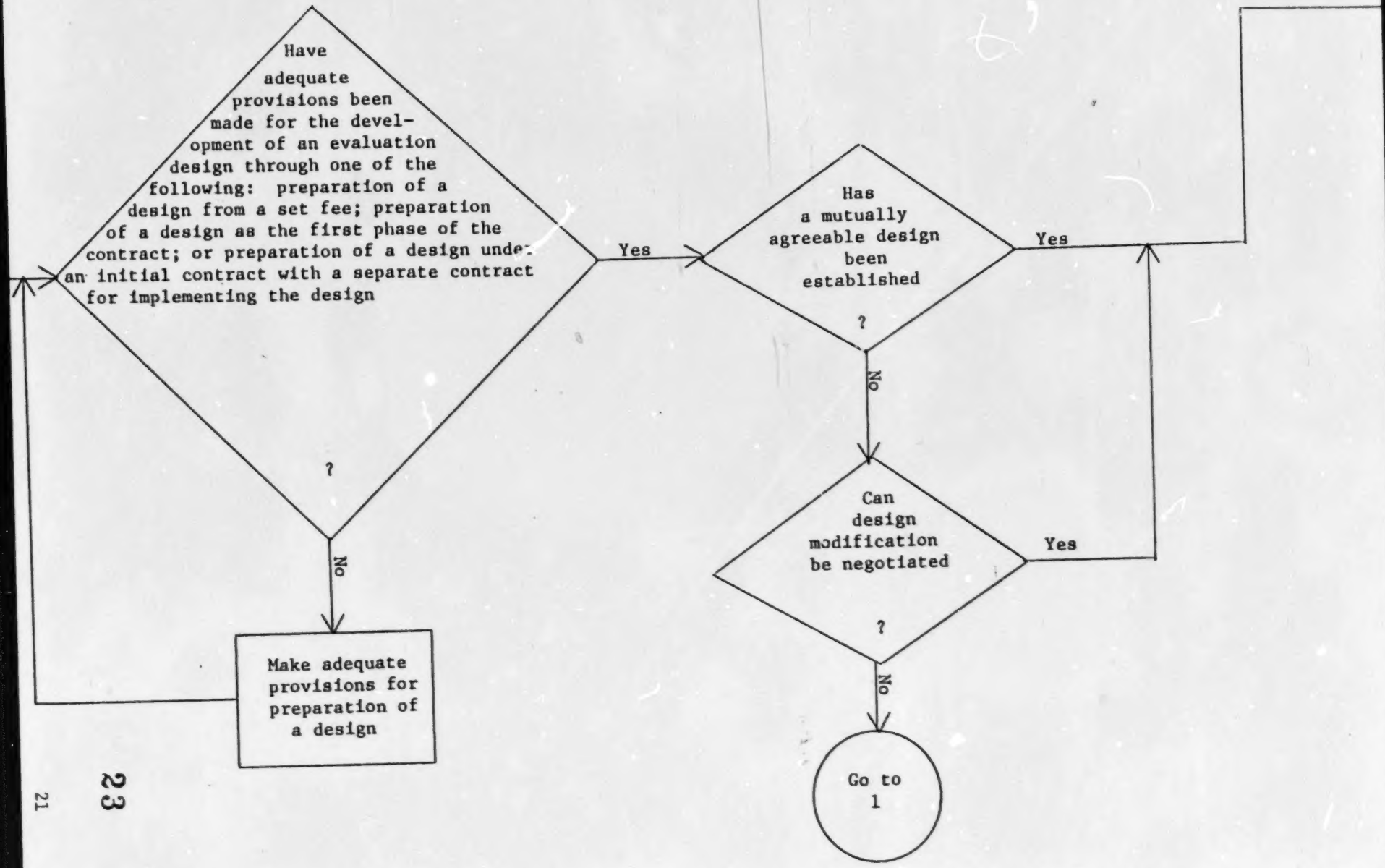

Is there a legal requirement to evaluate ?
No
Yes
Is there a decision to be made for which evaluation information would be relevant ?
No
Yes
Is it likely that evaluation will provide dependable information relevant to that decision ?
No
Yes
Stop
Will the decision be based on other factors, i.e., is the evaluation superfluous ?
Yes
No
Initiate evaluation
Is there a legal requirement that the evaluation be conducted by an outside agency ?
No
Are there financial resources available to support a contracted evaluation ?
No
Initiate an internal evaluation but note loss of objectivity and credibility

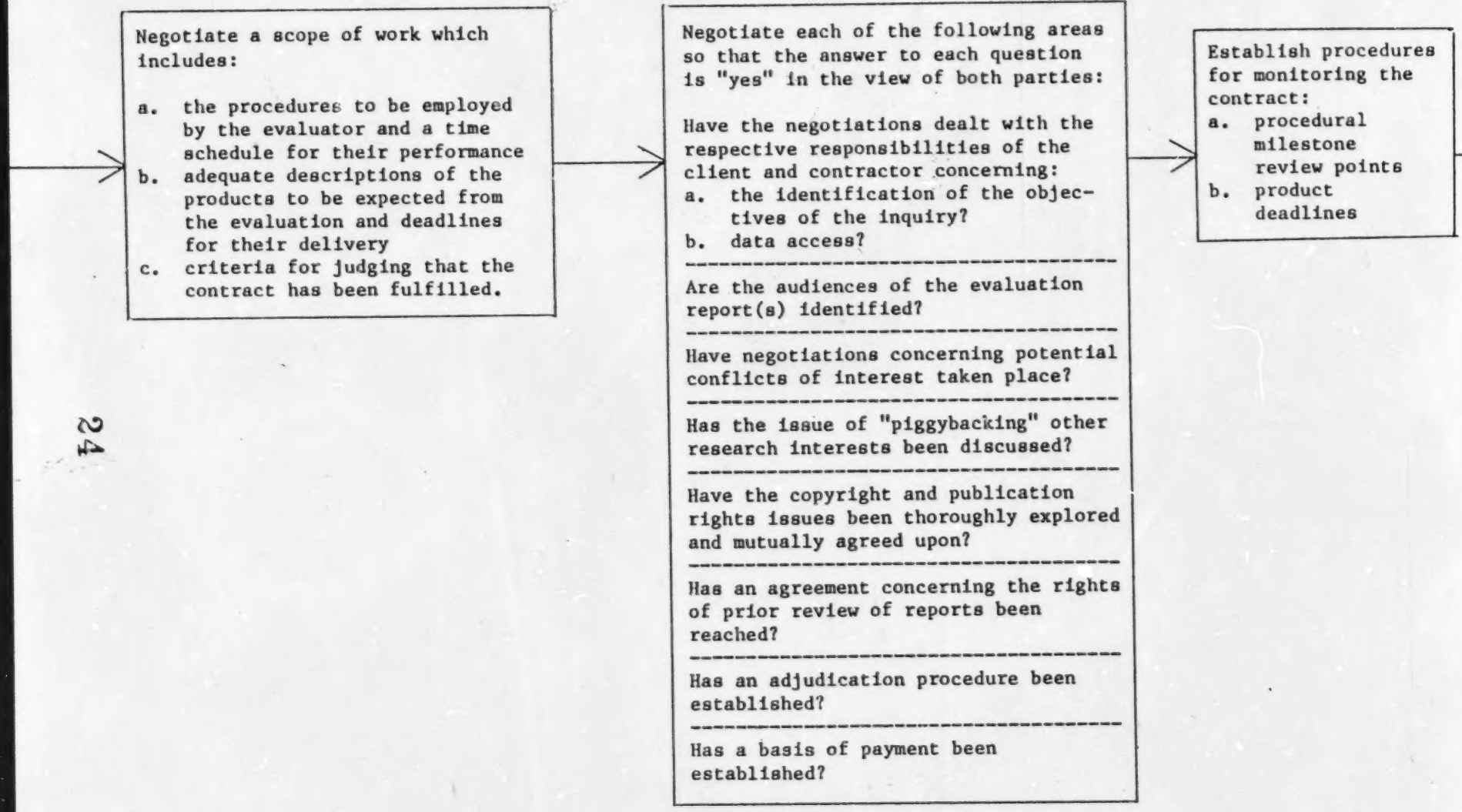

Prepare an RFP
Is there a legal requirement against sole source contracting ?
Yes
No
Yes
Yes
Yes
Are the financial resources sufficient to warrant the cost of a request for proposals (RFP) approach ?
Use synopsis review approach to identify a suitable contractor
Is there an identified contractor who possesses the necessary competencies (use checklist 3) and is willing to do the evaluation ?
No
Yes
No
Is "cronyism" a danger ?
Yes
1
Is there another suitable contractor (i.e., use checklist 3 again) ?
Yes
Begin negotiations with this contractor
No
Begin negotiations with identified contractor

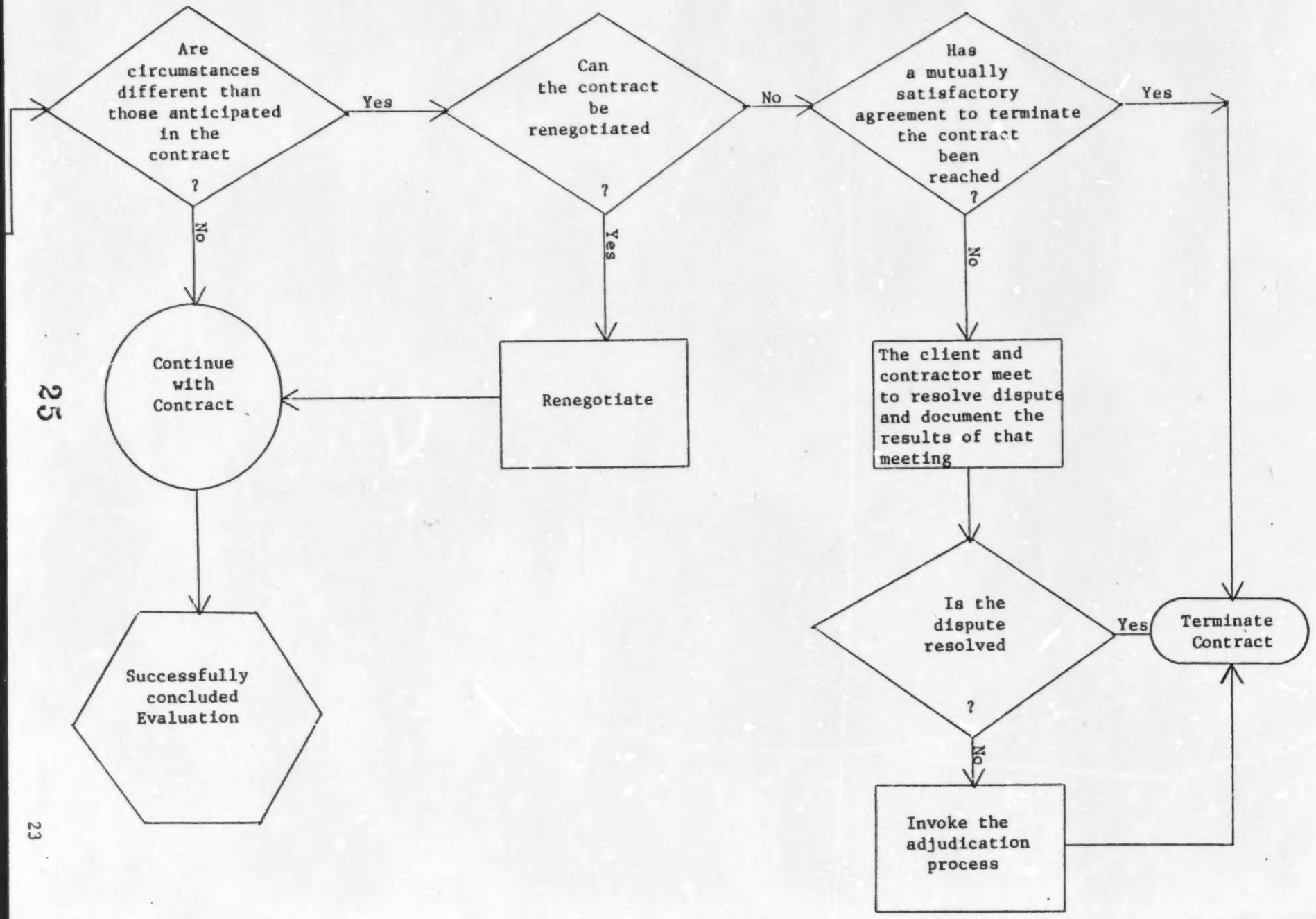

Does the RFP include: (a) An adequate description of the context in which the evaluation is to take place? (b) Clear statements of the purposes and characteristics of the project to be evaluated? (c) The specific outcomes expected from the evaluation? (d) The resources available for evaluation? (e) The constraints which would affect the evaluation?
?
No
Rewrite
Yes
Are all existing methodological restrictions included in the RFP
?
No
Rewrite
Yes
Has a panel been selected for reviewing the proposals
?
No
Select panel
Yes
Have criteria established for judging proposals been included in the RFP
?
No
Establish and include criteria
Yes
Issue RFP


Have the primary negotiators been identified ?
No
Identify
Yes
Have those who will be affected by the evaluation been invited to participate at a secondary level in the negotiations at least by representation ?
No
Identify and solicit their involvement
Yes
Has a time and resource limit for negotiations been set by mutual agreement ?
No
Establish
Yes
Judge proposals
Select a contractor and initiate negotiations


Are negotiations scheduled to proceed in time to permit evaluation entry at the appropriate point in time?
If an experimental design is appropriate, are the negotiations scheduled to occur in time to permit evaluator involvement prior to the assignment of the treatment to the experimental units?
If a time frame approach to the evaluation is appropriate, are the negotiations scheduled to occur in time to permit the collection of data concerning the status of those who are to participate well in advance of the introduction of the treatment?
If necessary, are the negotiations scheduled to occur in time to permit the development, tryout, analysis, and revision of instruments prior to their first intended use?
Yes
No
Can negotiations or implementation schedules be revised ?
No
Stop
Yes
Revise


Have adequate provisions been made for the development of an evaluation design through one of the following: preparation of a design from a set fee; preparation of a design as the first phase of the contract; or preparation of a design under an initial contract with a separate contract for implementing the design
?
Yes
No
Has a mutually agreeable design been established
?
Yes
No
Can design modification be negotiated
?
Yes
No
Make adequate provisions for preparation of a design
Go to 1


Negotiate a scope of work which includes:
a. the procedures to be employed by the evaluator and a time schedule for their performance
b. adequate descriptions of the products to be expected from the evaluation and deadlines for their delivery
c. criteria for judging that the contract has been fulfilled.
Negotiate each of the following areas so that the answer to each question is "yes" in the view of both parties:
Have the negotiations dealt with the respective responsibilities of the client and contractor concerning:
a. the identification of the objectives of the inquiry?
b. data access?
Are the audiences of the evaluation report(s) identified?
Have negotiations concerning potential conflicts of interest taken place?
Has the issue of "piggybacking" other research interests been discussed?
Have the copyright and publication rights issues been thoroughly explored and mutually agreed upon?
Has an agreement concerning the rights of prior review of reports been reached?
Has an adjudication procedure been established?
Has a basis of payment been established?
Establish procedures for monitoring the contract:
a. procedural milestone review points
b. product deadlines


Are circumstances different than those anticipated in the contract ?
Yes
Can the contract be renegotiated ?
No
Has a mutually satisfactory agreement to terminate the contract been reached ?
Yes
No
Yes
No
Continue with Contract
Renegotiate
The client and contractor meet to resolve dispute and document the results of that meeting
Is the dispute resolved ?
Yes
Terminate Contract
No
Successfully concluded Evaluation
Invoke the adjudication process